

Exhibit 5

AWD Farms, LLC
1628 E. Southern Avenue #9-PMB122
Tempe, AZ 85282

AWD Farms, LLC, an Arizona limited liability
company,

Plaintiff,

vs.

AWD Ranch, LLC, an Arizona limited liability
company; Desert Plants Conservancy, LLC, an
Arizona limited liability company; and Niles
Lipin, and Marie (Mimi) Pierron,

Defendants.

MICHAEL K. JEANES
Clerk of the Superior Court

By ANA-MARIE JAMES, Deputy
Date 12/01/2008 Time 03:45 PM
Description Qty Amount
CASE# CV2008-029422
CIVIL NEW COMPLAINT 001 301.00

Case No.:

COMPLAINT
(Breach of Contract)

CV2008-029422

Plaintiff AWD Farms, LLC alleges as its complaint the following:

1. At all times relevant herein Defendant AWD Ranch, LLC was an Arizona limited liability company with its principle place of business in Maricopa County, Arizona.
2. At all times relevant herein Defendant Desert Plants Conservancy, LLC was an Arizona limited liability company with its principle place of business in Maricopa County, Arizona.
3. At all times relevant herein Defendants Niles Lipin and Marie (Mimi) Pierron lived in Maricopa County Arizona and caused events to occur in Maricopa County that give rise to the instant complaint.
4. Plaintiff and Defendants entered into an agreement during the summer of 2002 to carry out several humanitarian service projects and to start several commercial projects that were interrelated ("the Projects").
5. As part of the afore-stated agreement, Plaintiff was to supply, what was estimated to be one half of the costs of the commercial parts of the projects. Defendants agreed to pay for the other one half if revenues were not available from sales to do so and also made certain guarantees to cover these costs.

6. Defendants' guarantees consisted of agreeing to work a certain number of hours and AWD Ranch, LLC and Niles Lipin agreed to pay to Plaintiff all the extra income and/or inheritance it/he received in order to meet the agreed upon financial obligation due Plaintiff.

7. As an additional guarantee, Niles Lipin agreed to borrow as much equity as he could against his home and to allow the use of his home, when possible, for the benefit of the Projects. Defendants also agreed to indemnify the Plaintiffs in any lawsuits involving the Projects.

8. To date there have been no revenues from the commercial sales.

9. Plaintiff invested over 1.6 million dollars into the Projects.

10. Defendants paid approximately \$600,000, towards the Projects.

11. Presently, Defendants owe, at least \$500,000 in principal to Plaintiff.

12. Additionally, pursuant to the agreement between Plaintiff and Defendants, Defendants owe Plaintiff 7% simple interest of the \$500,000 balance with an accrual date of August 1, 2007.

13. Defendants have not paid any of the accrued interest that is owed to Plaintiff.

14. In October of 2008, Plaintiff was named as a "co-defendant" with Defendants in a lawsuit involving the Projects and caused by acts allegedly committed by Defendants.

COUNT I

(Breach of Contract)

15. Plaintiff re-asserts and alleges all previous allegations is if fully set forth herein.

16. Plaintiff and Defendant entered into a valid and enforceable agreement.

17. Pursuant to the agreement entered between Plaintiff and Defendants, the amount of \$500,000 plus 7% interest is due and owing by Defendants to Plaintiff.

18. Defendants failed to pay the amount due plus interest and materially breached the agreement with Plaintiff.

19. Additionally, Defendants allegedly committed acts that involved Plaintiff in a lawsuit. Said alleged acts are a breach of the contract between Defendants and Plaintiff.

20. As a result of the Defendants' contract breaches, Plaintiff has been damaged in an amount in excess of \$500,000.

21. This matter arises out of a breach of contract action and Plaintiff is entitled to recover its reasonable attorney's fees and court costs.

Wherefore, Plaintiff requests the court enter judgment and award it relief as follows:

1. For specific performance of the contract between Plaintiff and Defendants thereby awarding Plaintiff the amounts due and owed by Defendants;

2. Awarding Plaintiff its consequential damages;

3. Awarding Plaintiff its attorney's fees and costs; and

4. For such other and further relief as the court deems just and appropriate.

RESPECTFULLY SUBMITTED this 1st day of December, 2008.

By: Virginia Greenhalgh
Virginia Greenhalgh, Member
AWD Farms, LLC